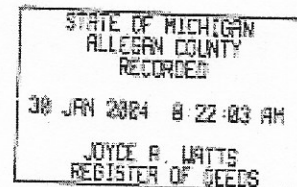




LIBEP 2625

PAGE 16

**MASTER DEED****MARKUS GLEN CONDOMINIUM**

This Master Deed is made and executed on the 14th day of November, 2003, by Lake Foster Development Company, a Michigan Corporation and KELLY-GOODWIN COMPANY, a Michigan Co-Partnership, hereinafter referred to as "Developer", whose office is situated at 175 East M-89, Plainwell, Michigan 49080, in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as "Act."

ARTICLE I**DEDICATION**

WHEREAS, the Developer desires by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A", and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish the real property, described in Article II below located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Markus Glen Condominium, hereinafter referred to as "Condominium Project" or "Project", as a Condominium Project under the Act, after first being so established, a Condominium Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act. All of the provisions, covenants, conditions

Tax certification # 58980
obtained from Allegan County
Treasurer prior to recording

PENDING RECORD OF DEEDS
OF HOMESTEAD TAX EXEMPTION

THE CURRENT DELINQUENT RETURN WAS
NOT AVAILABLE FOR EXAMINATION

NOV 18 2003

REC'D JAN 28 2004

restriction and obligations set forth in this Master Deed, with attached exhibits, shall run with the real property included in the Condominium Project and shall be burden on, and a benefit to, the Developer its respective successors and assigns, and all persons acquiring or owing an interest in the Condominium Project, or in the real property hereby dedicated to the Condominium Project, and their grantees, successors, assigns, heirs and personal representatives. The remainder of this Master Deed, together with exhibits, has been set forth in furtherance of the establishment of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

A PARCEL SITUATED IN THE EAST HALF OF SECTION 25, GUN PLAIN TOWNSHIP, ALLEGAN COUNTY, MICHIGAN BEING DESCRIBED AS AND WITH BEARINGS ESTABLISHED FROM SHANGRI-LA NO. 1 AS RECORDED IN LIBER 10 OF PLATS ON PAGE 36:

COMMENCING AT THE EAST QUARTER POST OF SECTION 25, TOWN 1 NORTH, RANGE 11 WEST AND RUNNING THENCE SOUTH 89°-43'-00" WEST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION, 832.56 FEET FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89°-43'-00" WEST 267.38 FEET; THENCE SOUTH 67°-54'-38" WEST 350.00 FEET; THENCE SOUTH 53°-46'-12" WEST 431.01 FEET; THENCE SOUTH 26°-31'-01" WEST 90.20 FEET; THENCE SOUTH 47°-41'-00" WEST 220.15 FEET; THENCE NORTH 69°-35'-22" WEST 59.97 FEET; THENCE SOUTH 32°-54'-38" WEST 330.37 FEET; THENCE NORTH 24°-45'-34" WEST 311.03 FEET; THENCE NORTH 39°-16'-16" WEST 133.17 FEET; THENCE NORTH 38°-56'-06" EAST 121.00 FEET TO THE SOUTHEAST CORNER OF TROUT COVE SUBDIVISION AS RECORDED IN LIBER 9 OF PLATS ON PAGE 7, ALLEGAN COUNTY RECORDS; THENCE NORTH 33°-54'-00" EAST ALONG SAID LINE, 120.00 FEET; THENCE CONTINUING ALONG SAID LINE, 186.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1817.00 FEET AND A CENTRAL ANGLE OF 05°-53'-25", TO THE FAR END OF A CHORD BEARING NORTH 36°-51'-00" EAST 186.71 FEET; THENCE CONTINUING ALONG SAID LINE, NORTH 39°-47'-30" EAST 108.50 FEET; THENCE CONTINUING ALONG SAID LINE, 180.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 333.00 FEET AND A CENTRAL ANGLE OF 31°-06'-00", TO THE FAR END OF A CHORD BEARING NORTH 24°-15'-31" EAST 178.06 FEET; THENCE CONTINUING ALONG SAID LINE, NORTH 08°-21'-30" EAST 9.20 FEET; THENCE CONTINUING ALONG SAID LINE, NORTH 65°-32'-00" EAST 9.20 FEET; THENCE CONTINUING ALONG SAID LINE, 440.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 533.00 FEET AND A CENTRAL ANGLE OF 47°-24'-14" TO THE FAR END OF A CHORD BEARING NORTH 41°-50'-00" EAST 428.51 FEET; THENCE CONTINUING ALONG SAID LINE, NORTH 18°-08'-00" EAST 166.55 FEET TO THE SOUTH LINE OF SOUTH LAKE DOSTER DRIVE A PUBLIC ROAD; THENCE ALONG SAID LINE, 184.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET AND A CENTRAL ANGLE OF 55°-10'-03" TO THE FAR END OF CHORD BEARING SOUTH 46°-31'-52" EAST 177.81 FEET; THENCE CONTINUING ALONG SAID LINE, 361.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 203.00 FEET AND A CENTRAL ANGLE OF 102°-07'-47", TO THE FAR END OF A CHORD BEARING SOUTH 70°-00'-43" EAST 315.81 FEET; THENCE CONTINUING ALONG SAID LINE, NORTH 58°-55'-30" EAST 135.33 FEET; THENCE CONTINUING ALONG SAID LINE, 89.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 891.63 FEET AND A CENTRAL ANGLE OF 05°-43'-10" TO THE FAR END OF A CHORD BEARING NORTH 68°-56'-42" EAST 88.97 FEET; THENCE CONTINUING ALONG SAID LINE, NORTH 71°-31'-10" EAST 115.25 FEET; THENCE CONTINUING ALONG SAID LINE, 89.68 FEET ALONG THE ARC OF A CURVE TO



THE RIGHT HAVING A RADIUS OF 307.87 FEET AND A CENTRAL ANGLE OF 16°-41'-22", TO THE FAR END OF A CHORD BEARING NORTH 79°-51'-52" EAST 89.36 FEET; THENCE CONTINUING ALONG SAID LINE, NORTH 88°-12'-34" EAST 147.94 FEET; THENCE DEPARTING FROM SAID LINE AND RUNNING SOUTH 13°-12'-39" WEST 534.36 FEET TO BEGINNING.

ARTICLE III

DEFINITIONS

When used in any other Condominium documents as hereinafter defined, or in any contract, deed, mortgage, lien, easement or instrument affecting the Condominium Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow unless the contents clearly indicates to the contrary.

A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978 as amended, including but not limited to, amendments contained in Act 538 of Public Acts of 1982 and Act 113 of Public Acts of 1983.

B. "Administrator" shall mean the department of consumer and industry services or an authorized designee.

C. "Association" or "Association of Co-Owners" shall mean the non-profit corporation organized under the Michigan law of which all Co-Owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required or permitted to be done, by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

D. "Association By-laws" means the corporate By-laws of Markus Glen Condominium Association, Inc., the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

E. "Board" shall mean the Board of Directors of the Association. The Board will initially be those individuals selected by the Developer and later will be elected by unit owners as provided herein.

F. "Common Elements" where used without modification, shall mean both the General and Limited Common Elements described in Article V hereof.

G. "Condominium By-laws" means Exhibit "A", attached hereto, being the



By-laws for the Condominium Project setting forth the rights and obligations of the Co-owners as required by Section 8 of the Act to be recorded as part of the Master Deed.

H. "Condominium Documents" or "Documents" wherever used means and includes this Master Deed, recorded pursuant to this act, and any other instrument referred to in the master deed or bylaws which affects the rights and obligations of Co-owner in the condominium project.

I. "Condominium Premises" means and includes the land the buildings, all improvements and structures thereof and all easements, rights and appurtenances belonging to the Markus Glen Condominium.

J. "Condominium Project", "Condominium" or "Project" means Markus Glen Condominium, a Condominium Project established in conformity with the provisions of the Act.

K. "Condominium Subdivision Plan" means Exhibit "B" attached hereto.

L. "Co-Owner" or "Owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity or any combination of those entities, who owns a condominium unit within the condominium project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under this act and the condominium documents, except as the recorded condominium documents provide otherwise.

M. "Developer" means Lake Doster Development Company, a Michigan Corporation and Kelly- Goodwin Company, a Michigan Co-Partnership that have made and executed this Master Deed and its successors and assigns.

O. "Unit or Units" or "Condominium Unit or Units" means that portion of the Condominium Project designed and intended for separate ownership and use, as described on Exhibit "B" hereto.

P. "Master Deed" means this Master Deed, including Exhibits "A" and "B" hereto, both of which are hereby incorporated by reference and made part hereof.

Q. "Transitional Control Date" means the Date on which a Board of Directors for an association of Co-Owners takes office pursuant to an election in which the votes, which may be cast by eligible Co-Owners unaffiliated with the Developer, exceed the votes, which may be cast by the Developer.

The terms not defined herein, but defined in the Act, shall carry the



meaning given to them in the Act unless the context clearly indicates to the contrary. Whenever any reference is made to one gender, the same shall include reference to any and all genders where such a reference would be appropriate; similarly whenever a reference is made herein to a singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE IV

TITLE AND NATURE

The Condominium Project shall be known as Markus Glen Condominium, Allegan County Condominium Subdivision Plan Number . The engineering plans for the Project has been approved by Township of Gun Plain, Allegan County, Michigan. The Condominium Project is established in accordance with the Act. The plans for all dwellings and other improvements to be constructed within the Project must be approved by the Township of Gun Plain and thereafter will be filed with the Township of Gun Plain. The Units contained in the Condominium Project, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each individual Unit will be created for residential purposes and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-Owners of the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE V

COMMON ELEMENTS

The Common Elements of the Condominium Project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair, restoration, renovation or replacement thereof are as follows:

A. The General Common Elements

1. The land described in Article II, hereof, including roads and any other improvements not designated as Units or limited common elements.

2. All improvements not identified as Limited Common



Elements and not located within the boundaries of a condominium unit. Those structures and improvements that now or hereafter are located within the boundaries of a condominium unit shall be owned in their entirety by the owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

3. The electrical, telephone and/or television wiring networks throughout the Project, up to, but not including, the electric meter or other similar connection device for each residential dwelling that is now or is hereafter constructed within the perimeter of a Unit.

4. Such other elements of the Project not herein designated as General or Limited Common Elements and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. Limited Common Elements: The Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are, to the extent any of the following are located outside of the boundaries of a Unit, listed as follows:

1. Each yard area designated on the Condominium Subdivision Plan, if any, which is limited in use to the Unit which it surrounds.

2. Any driveways, sidewalks, patios, decks or similar structures which may be constructed in any limited common yard areas shall also be Limited Common Elements and limited in use to the Unit to which they are appurtenant.

C. The respective responsibilities for the installation, maintenance, decoration, repair, replacement and costs of any utilities thereby provided of the Common Elements are as follows:

1. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, except for costs necessitated by the intentional acts or negligence of a Co-owner, or his guests, invitees or assignees, which shall be borne by such Co-owner.

2. The costs of maintenance, repair, replacement and decoration of all Limited Common Elements as described above, shall be borne by the Co-owner(s) of the Units entitled to the exclusive use of such Limited Common Elements.

3. If any Unit Owner shall elect to construct or install, with the



prior written approval of the Association, any improvements to his Unit or to the Common Elements appurtenant to his Unit which increases the cost of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

D. Some or all of the utility lines, systems (including mains and service leads) and equipment, including telecommunications systems, if and when constructed, may be owned by local public authorities or companies furnishing such service. Such utility lines, systems and equipment's shall be General Common Elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

1. Association Responsibilities. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above or in Article VIII hereof shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

2. Each owner shall be responsible for the maintenance, decoration and repair of his Unit and any improvements located within same in accordance with the rules, regulation and bylaws of the Condominium.

E. A Limited Common Element may be re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by the Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed reassigning all rights and obligation with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the units affected upon payment by them of all reasonable costs for the preparation and approval thereof. All affected owners must consent to such reassignment of a Limited Common Element.

F. No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any manner which it will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Element.

G. Until it has conveyed title to the last unsold Unit owned by Developer, Developer has the irrevocable right:



1. To use the Common Elements for sales, administrative, rental or storage purposes
2. To use any of the unsold Units for sales, and administrative or management purposes
3. To place signs on the Common Elements or the unit for sale and promotional purposes.
4. To lease any unit to a homebuilder for the purpose of selling units and improvements thereon.
5. To allow lessees who are homebuilders to place signs on the Common Elements or on the unit for promotional and sale purposes.

ARTICLE VI

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Description of Units: Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Markus Glen Condominiums, as surveyed by Grove and Associates, and attached hereto as Exhibit "B". Each Unit shall consist of the area within unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

B. Percent of Value: The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of proceeds and the expenses of administration and the value of each Co-Owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VII

IMPROVEMENTS

No dwellings or garages, driveways, sidewalks, porches, courtyards, patio areas, fences or other accessory improvements ancillary in nature or use to the



residential dwellings to be constructed within the Units have been shown on the original Condominium Subdivision Plan because it is impossible to identify and locate such accessory, improvements or dwellings until the architectural plans for the dwellings have been completed and the actual location of the various dwellings has been established within the perimeter of each Unit. Further, Developer may install an underground irrigation system, an exterior lighting system, a security system, architectural walls, fences and ornamentation and other similar systems and improvements designated and intended to benefit the entire Project, although Developer shall in no event be obligated to construct any such improvements. Until a decision is made as to the nature and extent of any such common systems and improvements as may be installed by Developer, it is impossible to identify and locate them on the Condominium Subdivision Plan.. Developer therefore reserves the right to construct, install and locate any and all of the improvements identified above, and such other improvements as may be similar thereto in nature, regardless of whether intended to serve one Unit or more than one Unit, anywhere in a Unit or on the Common Elements.

ARTICLE VIII

EASEMENTS

A. Easements for Maintenance of Encroachment and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of land, structures, buildings, improvements and walls contained therein for the continuing maintenance and repair of all utilities in the Condominium Project. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeter.

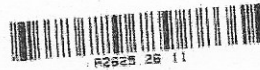
B. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Project, subject, however, to the approval of the Developer so long as Developer has ongoing Construction or is continuing to sell Units on the Project.



C. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication or limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling or any Unit or its appurtenant Limited Common Elements.

D. Utility Easements. Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easements or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Allegan County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

E. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunication, video text, broad band cable, satellite dish, earth antenna and similar services (collectively referred to as "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any all sums paid by a Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fee, shall be receipt affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.



F. Roadway Easement. Developer reserves for the benefit of itself, its successors and assigns an easement for the unrestricted use of all roads and walkways in the Condominium Project for the purpose of ingress and egress. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by the Owners of this Condominium Project.

G. Additional Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of land currently owned by the Developer or any portion or portions thereof, perpetual easements to utilize, tap, tap into, extend and enlarge all utility mains located on the Condominium Project premises, including but not limited to, water, gas, storm and sanitary sewer mains, if any. In the event Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Project premises, it shall be obligated to pay all expenses reasonably necessary to restore the Project utilization, tapping, tying in extension or enlargement.

ARTICLE IX

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or bylaw, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Allegan County Register of Deeds.

ARTICLE X

SUBDIVISION OF A UNIT

A Unit may be subdivided at the election of the Developer until such time as Developer has conveyed the Unit to a third party Co-owner. If Developer wishes to subdivide a Unit, the Developer shall prepare and execute Amendment to the Master Deed showing the subdivision and shall otherwise comply with Section 49 of the Act.



ARTICLE XI

RELOCATION OF BOUNDARIES

The boundaries between Units may be relocated upon agreement of the Co-owners whose Units are affected. If any two or more Co-owners wish to relocate boundaries, then the principal officer of the Association, upon written application of the Co-owners, shall prepare and execute an Amendment to the Master Deed showing the relocation and shall otherwise comply with Section 48 of the Act.

ARTICLE XII

AMENDMENT

Except as may be otherwise provided herein, this Master Deed and the Condominium Subdivision Plan may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-owners and of the Unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents. All documents effecting such amendment shall be recorded with the Register of Deeds of Allegan County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

1. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project.

2. The amendment may be made, even if it would materially alter or change the rights of the Co-owner or mortgages with the consent of not less than two-thirds (2/3) of the votes of Co-owner and mortgagees. However, a Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without his consent and the provisions of Article V and this Article XII shall not be modified without the written consent of the Developer so long as the Developer continues to own or to offer for sale any Unit in the Project. A mortgagee shall have one vote for each mortgage held.

3. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed, including, but not



limited to, amendments for the purpose of modifying the types and/or sizes of unsold Units and their appurtenant Limited Common Elements.

4. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration of the Association. The Co-owners and mortgagees of record and shall be notified of proposed amendments under this section, in a manner prescribed by this act, not less than ten (10) days before the amendment is recorded.

5. A master deed amendment, including the consolidating master deed, dealing with the addition, withdrawal, or modification of units or other physical characteristics of the project shall comply with the standards prescribed in section 66 of this act for preparation of an original condominium subdivision plan for the project.

ARTICLE XIII

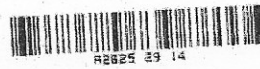
TERMINATION

A. If there is no Co-owner other than the Developer, the Developer with the consent of any interested mortgagee may terminate the Condominium Project. Termination shall become effective upon the recordation thereof if executed by the Developer.

B. If there is a Co-owner other than the Developer, the Project may be terminated only with the consent of the Developer and not less than eighty percent (80%) of the Co-owners and Mortgagees, as follows:

1. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the execution of the termination agreement or of ratification thereof, and the termination shall become effective only when the agreement is so evidenced of record.

2. Upon recordation of an instrument terminating the Project, the Property constituting the Condominium shall be owned by the Co-owners as tenants-in-common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy-in-common lasts, each Co-owner or their heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the Property which formerly constituted the Condominium Unit.



3. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective, undivided interests in Common Elements immediately before recordation, except that common profits, if any, shall be distributed in accordance with the Condominium Documents and the Act.

4. Notification of termination, by first class mail, shall be made to all parties interested in the Project, including escrow agents, land contract vendors and vendees, lien holders and prospective purchasers who deposited escrow funds.

WITNESSES:

LAKE DOSTER DEVELOPMENT CO.

BY: Joseph P. Langkamp
Its: PRESIDENT

KELLY-GOODWIN, CO.

BY: JOHN H. KELLY FARMS
ITS: PARTNER

BY: George S. Dunn
ITS: PRESIDENT

STATE OF MICHIGAN)
) ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me this 14th day of November, by Joseph P. Langkamp, the President of Lake Doster Development Company, and George S. Dunn, President of John H. Kelly Farms.

Mary M. MacCune
Notary Public Mary M. MacCune
My Commission Expires: 11/22/03
Allegan County, Michigan

THIS INSTRUMENT PREPARED BY:
VERDONK, DUNN & WARD
401 Center Street
South Haven, Michigan 49090
(269) 637-8405